

BELLSOUTH LONG DISTANCE, INC.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES

This tariff contains the regulations, rates and charges applicable to the provision of local and interexchange advanced data services by BellSouth Long Distance, Inc. for the use of Customers transmitting messages within the State of Kentucky, subject to the jurisdiction of the Kentucky Public Service Commission ("Commission").

This tariff is available for public inspection during normal business hours at the main office of BellSouth Long Distance, Inc., located at 400 Perimeter Center Terrace - Suite 400, Atlanta, Georgia 30346.

All marks, ®, SM, TM, contained in this Tariff are owned by BellSouth Intellectual Property Corporation.

Issued: January 7, 2005

Director, Business Implementation & Compliance
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace - Suite 400
Atlanta, Georgia 30346

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/07/2005
PURSUANT TO 807 KAR 5:011**

SECTION 9 (1)
Effective: February 7, 2005

By 
Executive Director
KY10501

CHECK SHEET

The pages of this tariff as listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision		Page	Revision	Page	Revision
1	Original		28	Original	55	Original
2	1 st Rev.	*	29	Original	56	Original
3	Original		30	Original	57	Original
4	Original		31	Original	58	Original
5	Original		32	Original	59	1 st Rev. *
6	Original		33	Original	60	1 st Rev. *
7	Original		34	Original	61	Original
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24	Original		51	Original	78	Original
25	Original		52	Original	79	Original
26	Original		53	Original	80	Original
27	Original		54	Original		

* Indicates pages included with this transmittal.

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SECTION 5 (1)

Executive Director KY10502

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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation
- (R) - To signify a reduced rate or charge.
- (T) - To signify a change or regulation but no change in rate or charge.

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STATEMENT OF CONCURRENCE

BellSouth Long Distance, Inc. does not concur in the tariffs of any carrier for the purposes of offering local and interexchange advanced data services. Regulations, descriptions, rates and charges for Kentucky intrastate services as offered by the Company are contained in this Tariff.

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TARIFF FORMAT

- (A) **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- (B) **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- (C) **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A)(1)
 - 2.1.1(A)(1)(a)
 - 2.1.1(A)(1)(a)(1)
 - 2.1.1(A)(1)(a)(1)(a)
 - 2.1.1(A)(1)(a)(1)(a)(1)
- (D) **Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - A facility arrangement which connects Customer's or Authorized User's location to the Company's network switching center.

Authorized User - A person, firm, corporation or other entity which is authorized by the Customer to use the Company's Service under the terms and regulations of this tariff.

BellSouth Long Distance - Refers to BellSouth Long Distance, Inc.

BellSouth Telecommunications, Inc. - Refers to BellSouth Telecommunications, Inc., a sister company of BellSouth Long Distance, Inc. BellSouth Telecommunications, Inc. provides various services in the state of Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina or Tennessee.

Business Customer - For the purposes of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's Service is for business purposes. A Business Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a business class of service by the local service provider.

Carrier - BellSouth Long Distance, Inc.

Commission - Refers to The Kentucky Public Service Commission.

Company - BellSouth Long Distance, Inc.

Customer - The natural person or legal entity which orders Service and is therefore responsible for the payment of charges due as a result of using the Service and for compliance with the Company's tariff. The Customer may be a certified reseller of telecommunications services who, under the terms of a Service Agreement, orders or uses Service and is therefore responsible for the payment of charges due and for compliance with the Company's tariff regulations.

Dedicated Access - A method of reaching the Company's Services whereby the Subscriber is connected directly to the Company's access point without utilizing the services of the local switched network.

Independent Territory - Independent Telephone Company locations outside of the BellSouth Telecommunications Service area.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

LATA - A geographic area existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or established by a Bell operating company after February 8, 1996, and approved by the FCC.

Premises - A building or buildings on contiguous property.

Service - Any or all Service(s) provided by Company to Customer(s) pursuant to this tariff.

Service Area - The geographic area in which the Customer may access and use Service.

Special Access - See Dedicated Access.

Subscriber - The person, firm, Customer, corporation or other entity that arranges for the Company to provide, discontinue or rearrange telecommunications Services on behalf of itself or others under the provisions and terms of this tariff.

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SECTION 2 - REGULATIONS**2.1 Undertaking of the Company**

Service is offered to Business Customers of the Company to provide advanced data services originating and terminating within the State of Kentucky. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.2 Limitations on Service**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff.
- 2.2.2** Company reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer or an Authorized User is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.
- 2.2.3** Service provided under this tariff is directly controlled by Company, and Customer may not transfer or assign the use of Service, except with the prior written consent of Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.4** Customer may, where applicable, request Company to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to affiliates of Customer or other designated entities for payment purposes. Such requests shall not affect the liability of Customer, who shall remain solely liable to Company for payment of all invoices for Service requested and obtained by Customer, whether invoiced by Company to Customer, its affiliates, or other designated entities.
- 2.2.5** Service may not be used for any unlawful purpose.
- 2.2.6** Intrastate Services are provided only in conjunction with interstate Services.
- 2.2.7** Service is offered subject to the limitations contained in 47 U.S.C. Section 271 until such time as the Company may be relieved of such limitations. This subsection shall not apply to Service when the Company is relieved of the referenced limitations.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.2 Limitations on Service, (Cont'd.)**

- 2.2.8** The rates, terms and conditions contained in the original pages (and, unless specifically noted otherwise, any revised pages submitted prior to relief from the limitations of 47 U.S.C. Section 271) are established to comply with Commission requirements and permit certification of the Company. Because the date of relief from the limitations referenced in 2.2.7 is uncertain, the Company is not submitting at this date the details of offers it may make to customers when it has authority to offer in-region interLATA services (as defined in 47 U.S.C. Section 271) in Kentucky, and the rates, terms and conditions effective until such relief are not necessarily evidence of offers that may be made. Such offers will be made in accordance with Commission requirements when the Company can compete for customers= in-region interLATA business in Kentucky.

2.3 Limitations on Liabilities

- 2.3.1** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.14.
- 2.3.2** Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- 2.3.3** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.3 Limitations on Liabilities, (Cont'd.)**

2.3.4 The Company shall not be liable for any claims for loss or damages involving:

- (A) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services provided by the Company; or (c) common carriers or warehousemen;
- (B) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars, acts of terrorism or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (C) Any unlawful or unauthorized use of the Company's Services;
- (D) Libel, slander, invasion of privacy or infringement of trademarks, patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company provided facilities or Services; or by means of the combination of Company provided facilities or Services with Customer provided services;
- (E) Breach in the privacy or security of communications transmitted over the Company's Service.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.3 Limitations on Liabilities, (Cont'd.)****2.3.4 (Cont'd.)**

- (F) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph 2.3.1 of this Subsection;
- (G) Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- (H) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.3 Limitations on Liabilities, (Cont'd.)**

- 2.3.5** The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.
- 2.3.6** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities of the Service.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.4 Cancellation or Discontinuance of Service by the Company**

Without incurring any liability, the Company may, under the following conditions, cancel Service prior to commencement and/or discontinue Service that is being furnished for the following reasons; provided that, unless otherwise stated, Customer shall be given proper notice of such cancellation or discontinuance of Service:

- 2.4.1** Without notice, for noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that notice may be required by order of such regulatory authorities.
- 2.4.2** For Customer's or Authorized User=s refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.4.3** For noncompliance with any of the provisions of this tariff governing Service.
- 2.4.4** For nonpayment of any sum due the Company for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.4.5** Without notice, in the event of Customer's or Authorized User=s use of equipment in such a manner as to adversely affect the Company's equipment or Service to others.
- 2.4.6** Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, the Company may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to the Company an amount reasonably estimated by the Company as the loss in revenues to the Company resulting from such unauthorized use plus claims lodged against the Company by third parties.
- 2.4.7** Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing Service to Customer or its Authorized Users.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Cancellation or Termination of Service by Customer**

2.5.1 Service shall be canceled by Company promptly upon receipt of a cancellation request from Customer. Upon cancellation a final bill will be prepared, as per the specifications set forth in this tariff. The Customer shall be liable for all recurring charges prior to proper notice if a change in presubscribed carrier is initiated by the Customer.

2.5.2 Cancellation by Customer - Prior to Commencement of Service**(A) For Services Other than Packet Service Line and Frame Relay Service:**

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

(B) For Frame Relay Service and Packet Service Line:

If applicant orders service from Carrier and then cancels the service request prior to the service commencement date or start of service, Carrier may assess a charge to the Customer as described below:

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Cancellation or Termination of Service by Customer, (Cont'd.)****2.5.2 Cancellation by Customer - Prior to Commencement of Service, (cont'd.)****(B) For Frame Relay Service and Packet Service Line:, (continued)**

These cancellation charges vary based upon the facility bandwidth ordered and/or whether a Local Service Request has been placed with the appropriate Local Exchange Company (LEC). Pre-LSR is defined as the period before the Carrier places a service request with the LEC. Post-LSR is defined as the period after the Carrier places a service request with the LEC.

Cancellation charges will be as follows:

	DS-0 Level	DS-1 Level	DS-3 Level
	PSL/Port	PSL/Port	PSL/Port
Pre-LSR	\$450.00	\$ 500.00	\$1125.00
Post-LSR	\$900.00	\$1,000.00	\$2250.00

2.6 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Payment and Billing**

- 2.7.1** Service is provided and billed by the Company on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance. The Customer shall pay monthly in advance or on demand all monthly recurring charges for Service and shall pay on demand all charges for usage at any agency duly authorized to receive such payments.
- 2.7.2** Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-quarter percent (1.25%) per month, or the maximum rate allowed by law, shall be charged. The 1.25% charge is applied to all new charges on a customer's previous month's bill which were not paid prior to the next billing date. Additional penalty charges shall not be assessed on unpaid penalty charges.
- 2.7.3** Should service be suspended for nonpayment of charges, it will be restored when appropriate payments are made.
- 2.7.4** When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this tariff.
- 2.7.5** In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Payment and Billing, (Cont'd.)**

2.7.6 The Company may demand an additional deposit under the following circumstances:

- (A) Where Service is terminated or abandoned.
- (B) Where actual usage is two times greater than the Customer's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new Customer who has been receiving Service for less than four months, where the actual usage is twice the estimated monthly usage charge.
- (C) Where the Company has reason to believe that a Business Customer is about to go out of business or that bankruptcy is imminent for that Customer.

2.7.7 A charge of \$20.00 will apply whenever a check, draft, or electronic funds transfer presented for payment for service is not accepted by the institution on which it is written.

2.7.8 If notice from Customer of a dispute as to charges is not received in writing by the Company within forty-five (45) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding. Contested charges will be handled in accordance with 807 KAR 5:006, Section 9.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.8 Deposits**

- 2.8.1** Each applicant for Service will be required to establish credit. Any applicant whose credit has not been duly established and acceptable to the Company may be required at the time of application to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held.
- 2.8.2** A deposit is not to exceed one month=s Service and the estimated usage charges for two (2) month=s service plus installation. A Deposit will be returned as follows:
- (A) When an application for service has been canceled prior to the establishment of Service. The deposit will be applied to any charges applicable in accordance with this tariff and the excess portion of the deposit, if any, will be returned.
 - (B) Upon termination of Service, the deposit and accrued interest, as described herein, will be applied to any charges applicable in accordance with this tariff and the excess portion of the deposit, if any, will be returned promptly.
- 2.8.3** Interest will be paid on all sums held on deposit at the rate of six percent annually. The interest will be applied as a credit to the customer=s bill or will be paid to the customer on an annual basis. If the deposit is refunded or credited to the customer=s bill prior to the deposit anniversary date, interest will be paid or credited to the customer=s bill or paid to the customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission Order dated October 11, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the customer=s bill or paid to the customer.
- 2.8.4** The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company=s regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of Service for nonpayment of any sums due for Service rendered.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.9 Advance Payments**

In order to protect the Company against revenue loss, an applicant for Service may be required to pay in advance of installation an amount not to exceed applicable service charges or other nonrecurring charges, plus estimated charges for one month of Service. Where special construction charges are applicable the payment thereof may be required in advance of start of construction. The amount of advance payment will be credited to the Customer=s account on the first bill rendered for Service, and a new advance payment may be collected each month to be applied to each subsequent bill for Service.

2.10 Taxes

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, in amounts which in the aggregate for the Company=s Customers of any political entity shall be equal to the amount of any such tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.11 Terminal Equipment**

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer or its Authorized User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer or its Authorized User, except as otherwise provided. Customer or its Authorized User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.12 Interconnection

Service furnished by the Company to Customer or its Authorized Users may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

2.13 Inspection, Testing and Adjustment

2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's, Authorized User's, or the Company's equipment. The Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

2.13.2 Upon reasonable notice, the facilities provided by the Company shall be made available to the Company by Customer or its Authorized Users for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to the Company.

2.13.3 The Company shall not be liable to Customer or its Authorized Users for any damages for Service interruption pursuant to this Section. Neither Customer nor its Authorized Users shall be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) hours.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.14 Interruption of Service**

- 2.14.1** Customer shall be given a credit allowance for any interruption of Service which is not due to (a) Company's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of Customer or its Authorized Users; or (c) the failure of facilities or equipment provided by Customer or its Authorized Users.
- 2.14.2** Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of Customer to notify Company immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer or its Authorized Users, or is not in facilities or equipment, if any, furnished by Customer or Authorized User and connected to Company's Services.
- 2.14.3** For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours. No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.
- 2.14.4** Customer shall be credited for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = Outage time in hours.

"B" = Total monthly fixed, non-usage sensitive charge for affected facility.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.15 Adjustment to Rates and Charges**

BellSouth Long Distance, Inc. may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such charges, if applicable, are described in this section of the Tariff.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.16 Kentucky Lifeline Support**

In order to support funding of Lifeline service to low-income consumers, the Company will collect a monthly Kentucky Lifeline Support charge from its Customers for each local line provided by the Company. Beginning January 1, 2001, the charge per line will be imposed at the rate of \$0.05 per month.

2.17 Billing Format

The Company will issue bills to its Customers on a monthly cycle. Each bill will include the following information: Customer account number and phone number, Payment Summary, Billing Messages (Regulatory or Marketing), Customer Care information including Customer service telephone number (800-895-2222), Invoice Content, Remittance Slip and Remittance instructions. All invoices contain a variety of Customer specific summary usage reports.

Standard reports are:

- Account Balance - offers Total Balances, Primary and Secondary Account Balances and Charges by Department;
- Service Summary - summarizes charges by usage type, facility and equipment;
- 12 Month Review of Spending - graphical history of the previous 12 months of billing;
- Usage Summary - summarizes the call details of each usage product component. Reports available include Domestic Summary, International Summary, Canadian Summary and Directory Assistance Summary reports.
- Service Detail - provides the details of all calls by service type and/or billed number.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE**3.1 Service Descriptions**

3.1.1 The Company provides telecommunications Services between locations within the State of Kentucky as specified in Section 2.1 of this tariff. The Company's Service charges may be based upon service type, call duration, time of day rate period, mileage, and/or call type.

3.1.2 The Company's Service is available twenty-four hours per day, seven days a week.

3.2 Calculation of Distance

For mileage sensitive services, the distance between originating and terminating points of a private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or BellSouth Long Distance access point(s) associated with the facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in BellCore's V&H Tape and NECA FCC Tariff No. 4. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the BellSouth Long Distance network.

For non-switched private line services, mileage measurements are based on the distance in airline miles between BellSouth Long Distance access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in section 3.2.1

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Calculation of Distance, (Cont'd.)****3.2.1 Calculation Method for Private Line Services**

The following steps describe the procedure for calculating mileage distances for private line services:

- Step 1 Obtain the "V" and "H" coordinates for the Company access points serving the originating and terminating locations.
- Step 2 Obtain the difference between the "V" coordinates. Obtain the Difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers and/or access points.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Frame Relay Service

3.3.1 General

- (A) Frame Relay service is a connection-oriented data transport service based on packet switching technology.
- (B) Frame Relay service provides flexible connectivity using Permanent Virtual Circuits (PVCs) implemented over digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 1.536 Mbps, or 44.210 Mbps.
- (C) Frame Relay service, as provided for in this Tariff section, is offered for intrastate use only.
- (D) The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff of the Company.
- (E) Frame Relay Service is only available in:
 - (1) BellSouth Telecommunications Inc. service areas
 - (2) Independent Territory where the Company has a meet-point agreement in place with a network provider in the Independent Territory.
- (F) The rates and charges set forth for Frame Relay Service provide for the furnishing of service where suitable facilities are available.
- (G) Suspension of service is not allowed.
- (H) The minimum service period is one month.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.2 Explanation of Terms****(A) Customer Connection to Frame Relay Service**

The Customer Connection (or Port) provides the Customer with the standard interface to the Frame Relay service network. This interface receives the data frame from the Customer's network or device and verifies that the DLCI is valid before relaying the frame to the destination. Included in the Customer Connection are the Customer's termination on the Frame Relay service switching equipment, the transport from the Serving Area Point to the switching equipment, and the first DLCI. These interfaces connect the Frame Relay service network with digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 1.536 Mbps, or 44.210 Mbps.

(B) Frame Relay Service Network Serving Area

Certain serving wire centers are designated Serving Area Points. A Frame Relay Service Network Serving Area is comprised of all the Serving Area Points in a geographic area.

(C) Permanent Virtual Circuit (PVC)

A software defined data path transporting data within the Frame Relay service network between two Customer Connections. This data path, once defined in the network software, does not have to be established again. PVCs are end-to-end, bi-directional channels that are established via the service provisioning process.

(D) Data Link Connection Identifier (DLCI)

The Frame Relay standard specifies an address field called the Data Link Connection Identifier. The DLCI specifies a connection. A PVC is created when any two DLCI's are mapped together.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.2 Explanation of Terms, (cont'd.)****(E) Committed Information Rate (CIR)**

Committed Information Rate is a feature that enables the Customer to select a sustained throughput under normal conditions. A CIR must be selected for each DLCI. Frames submitted at a rate above the subscribed CIR will be marked Adiscard eligible@ (DE) and should network congestion occur, are subject to being dropped by the network. If CIR is set equal to zero, then all frames will be marked DE. However, in the absence of network congestion, DE marked frames will be transported with the same reliability as frames not marked DE within a single, Company Frame Relay switch. The CIR value selected cannot exceed the minimum transmission speed of the link at either end of the PVC.

(F) Serving Area Point (SAP)

A Company serving wire center that is designated as a member of the Frame Relay Service Network Serving Area. (See the definition of Frame Relay Service Network Serving Area preceding.)

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.3 Obligations of Customer**

- (A) The Customer is responsible for the provision and maintenance of all Customer Provided Equipment (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.
- (B) The maximum number of DLCIs per Customer Connection is subject to the characteristics of the Customer's data traffic. Thus, the number of DLCIs per Customer Connection must be negotiated between the Customer and the Company at the establishment of the Customer Connection and subsequent to the establishment should the traffic characteristics change. A maximum of 250 DLCIs may be established across a single Customer Connection.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.4 Responsibility of the Company**

- (A) The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the Customer.
- (B) In order to maintain the quality of Frame Relay service, the Company reserves the right to perform preventive maintenance or software updates to the network. This could result in Frame Relay Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday morning. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. This maintenance window may be adjusted by the Company as deemed necessary to maintain the quality of the service.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.5 Provision of Service**

- (A) Certain Company serving wire centers are designated by the Company as Serving Area Points (SAPs) for the Frame Relay Service Network Serving Area. A Customer accessing the Frame Relay service network via Packet Service Line service and whose serving wire center is designated as a SAP, will only require a Packet Service Line as described in 3.4 of this Tariff. A Frame Relay Service Customer, who accesses the Frame Relay network via Packet Service Line service and whose serving wire center is not designated as a SAP, will require a Packet Service Line to the serving wire center, as well as, a Packet Service Line Extension (also described in 3.4) to gain access to the closest designated SAP.
- (B) The Customer Connection rate element includes the Customer=s transport from a Serving Area Point to the Frame Relay Service switching equipment and the Customer=s termination on the Frame Relay Service switching equipment.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.5 Provision of Service, (cont'd.)**

- (C) Should a Customer having locations in more than one Frame Relay Network Serving Area within a LATA, desire to send data traffic between these locations, the Customer can interconnect these locations through the following two options:

(1) Dedicated Connection:

The Customer subscribes to additional Customer Connections (or Ports) in each Network Serving Area which are enabled to support inter-serving area connectivity and Packet Service Line Extensions to connect them. These additional rate elements will be used solely to transport this Customer's data traffic between affected Frame Relay Network Serving Areas. Feature Charges apply for CIRs associated with PVCs through each connection.

(2) Shared Connection:

The Company may establish facilities between Frame Relay service switching equipment in different Network Serving Areas in the same LATA and may allow Customers to share bandwidth on these facilities; where these shared facilities are available to Customers, a shared connection is an option. The Customer must establish one or more Inter-Network Serving Area Links that extend between Frame Relay switches. Each of these links has an associated CIR. One PVC exists between both Customer premises through each link. All CIRs on this PVC must have the same value. Charges for the Inter-Network Serving Area Link are applied as follows:

- (a) the Inter-Network Serving Area Link Establishment is charged at each end of the link,
- (b) the Inter-Network Serving Area Link CIR is charged at each end of the link.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.6 Rates and Charges**

Rates and charges for Frame Relay Service are contained in Section 4.2 of the Tariff and consist of the following elements:

- (i) Customer Connection (or Port) to Frame Relay Service
- (ii) Frame Relay Service Features
- (iii) Inter-Network Serving Area Links

Frame Relay service provided by the Company is available in two price plans: the Stand Alone price plan and the Integrated Package price plan. "Stand-Alone" pricing will be applied to Customers who purchase Frame Relay service without a BellSouth® Business Class Family of Services contract. "Integrated Package" pricing will be applied to Customers who purchase Frame Relay service in conjunction with a BellSouth® Business Class Family of Services contract.

(A) Stand-Alone Price Plan

Service is offered on a month to month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 6.3 of this Tariff. Available payment options and service periods are as follows:

- (1) Payment Option A - The Customer may select a service period of either 1 year (12 full months) or 2 years (24 full months).
- (2) Payment Option B - A service period of 3 years (36 full months) applies.

Upon expiration of the contracted service period or Payment Option, Stand-Alone price plan Customers may elect to extend their existing service periods an additional three (3) or six (6) months at their previously contracted rates and charges.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.6 Rates and Charges, (cont'd.)****(B) Integrated Package Price Plan**

Service is offered on a month-to-month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 6.3 of this Tariff. Available payment options and service periods are as follows:

- (1) Payment Option A – A service period of one (1) year (12 full months) applies.
- (2) Payment Option B – A service period of two (2) years (24 full months) applies.
- (3) Payment Option C – The Customer may select a service period of either three (3) years (36 full months), four (4) years (48 full months) or five (5) years (60 full months).

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line****3.4.1 General**

- (A) Packet Service Line service provides the Customer with a local connection to high speed frame or cell-based switched services.
- (B) Packet Service Line service provides a connection from the Customer's premises to a Company-provided data service over digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 1.536 Mbps, or 44.210 Mbps.
- (C) Packet Service Line service, as provided for in this Tariff section, is offered for intraLATA use only.
- (D) The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff.
- (E) The rates and charges set forth for Packet Service Line service provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply and will be determined on an individual case basis.
- (F) Packet Service Line service is only available when provided in conjunction with Frame Relay Service as contained in 3.3 of this Tariff.
- (G) Suspension of service is not allowed.
- (H) The minimum service period is one month.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line, (Cont'd.)****3.4.1 General, (cont'd.)****(I) Fast Packet Option (FPO)**

- (1) The Fast Packet Option (FPO) of Packet Service Line service is only available when used in conjunction with Frame Relay Service as described in Section 3.3 of this Tariff. The Fast Packet Option is used to connect a Customer premises with the Company's Frame Relay Service network Serving Area Point.
- (2) The Fast Packet Option is designed to transmit digital data signals at speeds of 56 Kbps, 64 Kbps, 1.536 Mbps and 44.210 Mbps.
- (3) The Fast Packet Option operating at a transmission speed of 1.536 Mbps must be provisioned with Bipolar with 8 Zero Substitution (B8ZS) and Extended Superframe (ESF) if such service is to support a Customer connection that is 64 Kbps or a higher speed that is a multiple of 64 Kbps.
- (4) The nonrecurring charge(s) for the applicable rate elements in Sections 4.3 and 4.5 apply if the Customer requests a change in transmission speed on a Fast Packet Option to a higher or lower speed.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line, (Cont'd.)****3.4.2 Explanation of Terms****(A) Packet Service Line**

The link from the Customer=s premises to the Customer=s serving wire center.

(B) Packet Service Line Extension

When a Customer=s serving wire center is not a Serving Area Point, a Packet Service Line Extension is used to connect the serving wire center to the closest Serving Area Point. The Packet Service Line Extension is associated with a Packet Service Line.

The Packet Service Line Extension is measured on a per mile basis in airline miles from a serving wire center that is not a Serving Area Point to a Serving Area Point.

(C) Network Serving Area

Certain serving wire centers are designated Serving Area Points. A Network Serving Area is comprised of all the Serving Area Points in a geographic area.

(D) Serving Area Point

A Company serving wire center that is designated as a member of the Network Serving Area.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line, (Cont'd.)****3.4.3 Obligations of Customer**

- (A) When Customer provided equipment (CPE) is connected with Packet Service Line service, the Customer or authorized user must provide equipment to perform the function of the Digital Terminating Equipment (DTE). The DTE provided by the Customer is required at a Customer=s premises to perform such functions as:
- (1) Proper termination of service
 - (2) Amplification
 - (3) Signal shaping
 - (4) Remote Loopback
- (B) Where Packet Service Line service is available under this Tariff for use in connection with Customer provided equipment (CPE), the operating characteristics of such equipment shall be such as not to interfere with any of the services offered by the Company. Such use is subject to the further provisions that the CPE does not endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company=s facilities or otherwise injure the public in its use of the Company=s service. Upon notice from the Company that the equipment provided by a Customer is causing or is likely to cause such hazard or interference, the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- (C) When CPE is connected to Packet Service Line service, the Customer shall be responsible for:
- (1) Compatibility of the CPE to Packet Service Line service. This includes replacing the DTE due to technological changes in the network, and
 - (2) Testing and sectionalization and clearance of trouble conditions or service difficulties on any CPE which is connected to Packet Service Line service.
- (D) The Customer=s responsibility shall include cooperative testing with the Company as may be necessary.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line, (Cont'd.)****3.4.4 Responsibility of the Company**

- (A) The Company shall not be responsible for installations, operation, or maintenance of any CPE. Where such CPE is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for Packet Service Line service and to the maintenance and operation of such facilities in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for:
- (1) The through transmission signals generated by such equipment, or for the quality of, or defects in, such transmission,
 - (2) The reception of signals by such equipment, or
 - (3) Damage to CPE provided by a Customer to an authorized user during testing.
- (B) The Company shall not be responsible to the Customer, if changes in any of the facilities, operations, or procedures of the Company utilized in provisioning of Packet Service Line service render any facilities provided by a Customer obsolete or require modifications or alteration of such equipment or otherwise affect its use or performance.
- (C) The Company undertakes to maintain and repair the facilities which it furnishes. The Customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Packet Service Line, (Cont'd.)

3.4.5 Provision of Service

- (A) The design, maintenance, and operation of Packet Service Line service contemplates data communications originating or terminating at stations of the Customer.
- (B) A move involves a change in the physical location of one of the following:
 - (1) the point of interface at the Customer=s premises
 - (2) the Customer=s premises
- (C) Any move of service will be treated as a discontinuance and start of service at the new point of interface or new Customer premises. All associated nonrecurring charges will apply.
- (D) Customer requests for moves of service under Payment Plan No. 1 will be subject to the conditions stated in Section 6.3 of this Tariff including new minimum service periods or termination liability charges as may be applicable.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line, (Cont'd.)****3.4.6 Rates and Charges**

Rates and charges for Packet Service Line service are contained in Section 4.3 of the Tariff and consist of the following elements:

- (i) Packet Service Line
- (ii) Packet Service Line Extension

There are two basic groups of Packet Service Lines and Packet Service Line Extensions. The first group, Type I, applies to customer premises where the Incumbent Local Exchange Carrier (ILEC) is BellSouth Telecommunications, Inc. (i.e., where the customer premises are located within the BellSouth Telecommunications, Inc. franchise service area). Type II Packet Service Lines and Packet Service Line Extensions apply to customer premises where the ILEC is an Independent Telephone Company (i.e., where the customer premises are located outside of the BellSouth Telecommunications, Inc., franchise service area). A type II Packet Service Line always requires a Type II Packet Service Line Extension.

Mileage associated with Packet Extension Line Service is calculated between a serving wire center and Serving Area Point according to Section 3.2.1 of this Tariff.

Packet Service Line Service provided by the Company is available in two price plans: the Stand-Alone price plan and the Integrated Package price plan. "Stand-Alone" pricing will be applied to Customers who purchase Packet Service Line service without a BellSouth® Business Class Family of Services contract. "Integrated Package" pricing will be applied to Customers who purchase Packet Service Line service in conjunction with a BellSouth® Business Class Family of Services contract.

(A) Stand-Alone Price Plan

Service is offered on a month to month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 6.3 of this Tariff. Available payment options and service periods are as follows:

- (1) Payment Option A - The Customer may select a service period of one (1) year (12 full months) or two (2) years (24 full months) for Type I Packet Line Service and one (1) year (12 full months) for Type II Packet Service Lines.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line, (Cont'd.)****3.4.6 Rates and Charges, (cont'd.)****(A) Stand-Alone Price Plan, (continued)**

- (2) Payment Option B - A service period of three (3) years (36 full months) applies for Type I Packet Service Lines, and two (2) years (24 full months) or three (3) years (36 full months) for Type II Packet Service Lines.

Upon expiration of the contracted service period or Payment Option, Stand-Alone price plan Customers may elect to extend their existing service periods an additional three (3) or six (6) months at their previously contracted rates and charges

If, prior to fulfilling the service period under PP-1, the Customer requests a change in transmission speed on a Fast Packet Option (to a higher or lower speed), a Termination Liability Charge will not be applied.

(B) Integrated Package Price Plan

Service is offered on a month to month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 6.3 of this Tariff. Available payment options and service periods are as follows:

- (1) Payment Option A - A service period of one (1) year (12 full months) applies.
- (2) Payment Option B - A service period of two (2) years (24 full months) applies.
- (3) Payment Option C - The Customer may select a service period of either three (3) years (36 full months), four (4) years (48 full months) or five (5) years (60 full months).

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SECTION 4 - RATES AND CHARGES**4.1 General**

Customers are billed based on their usage of BellSouth Long Distance's services. Rates may vary by service type, time of day, day of week, distance, and calling volume. Fixed recurring charges, not dependent upon usage, are billed in advance. Usage-based charges are billed after each usage cycle.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.2 Frame Relay Service – Stand-Alone Price Plan****4.2.1 Customer Connection (Port) to Frame Relay Service**

A minimum of one Customer Connection (or Port) is required per Customer to subscribe to Frame Relay Service. Rates for each Customer Connection are listed below and vary 1) by speed of the connection and 2) length of term.

		Non- Recurring Charge	Month To Month	Option A 1 or 2 Year	Option B 3 Years
(A)	At 56 Kbps	\$425.00	\$85.00	\$74.00	\$54.00
(B)	At 64 Kbps	\$425.00	\$85.00	\$74.00	\$54.00
(C)	At 112 Kbps	\$475.00	\$120.00	\$104.00	\$74.00
(D)	At 128 Kbps	\$475.00	\$120.00	\$104.00	\$74.00
(E)	At 192 Kbps	\$475.00	\$190.00	\$165.00	\$125.00
(F)	At 256 Kbps	\$475.00	\$240.00	\$207.00	\$147.00
(G)	At 320 Kbps	\$475.00	\$300.00	\$259.00	\$184.00
(H)	At 384 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(I)	At 448 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(J)	At 512 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(K)	At 576 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(L)	At 640 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(M)	At 704 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(N)	At 768 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(O)	At 1024 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(P)	At 1152 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(Q)	At 1.536 Mbps	\$550.00	\$435.00	\$404.00	\$344.00
(R)	At 44.210 Mbps	\$1,225.00	\$3,500.00	\$3,250.00	\$3,000.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.2 Frame Relay Service -- Stand-Alone Price Plan, (Cont'd.)****4.2.2 Frame Relay Service Feature Charges****(A) PVC Committed Information Rate (CIR)**

The chosen CIR cannot exceed the minimum transmission speed of the link at either end of the PVC. Rates for each CIR are listed below and vary 1) by speed of the associated connection. No term discounts apply. One CIR charge applies per PVC (Duplex).

		Non- Recurring Charge	Monthly Rate
(1)	0 Kbps	\$50.00	\$4.00
(2)	8 Kbps	\$50.00	\$20.00
(3)	16 Kbps	\$50.00	\$20.00
(4)	32 Kbps	\$50.00	\$20.00
(5)	56 Kbps	\$50.00	\$30.00
(6)	64 Kbps	\$50.00	\$32.00
(7)	128 Kbps	\$50.00	\$42.00
(8)	256 Kbps	\$50.00	\$62.00
(9)	384 Kbps	\$50.00	\$86.00
(10)	512 Kbps	\$50.00	\$106.00
(11)	768 Kbps	\$50.00	\$190.00
(12)	1.536 Mbps	\$50.00	\$284.00
(13)	4 Mbps	\$50.00	\$404.00
(14)	10 Mbps	\$50.00	\$744.00
(15)	16 Mbps	\$50.00	\$1,304.00
(16)	34 Mbps	\$50.00	\$3,404.00
(17)	44.210 Mbps	\$50.00	\$4,404.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.2 Frame Relay Service –Stand-Alone Price Plan, (Cont'd.)****4.2.4 Inter-Network Serving Area Link****(A) Committed Information Rate, per Link (Duplex)**

		Non- Recurring Charge	Monthly Rate
(1)	8 Kbps	\$20.00	\$20.00
(2)	16 Kbps	\$20.00	\$20.00
(3)	32 Kbps	\$20.00	\$20.00
(4)	56 Kbps	\$20.00	\$30.00
(5)	64 Kbps	\$20.00	\$32.00
(6)	128 Kbps	\$20.00	\$40.00
(7)	256 Kbps	\$20.00	\$70.00
(8)	384 Kbps	\$20.00	\$110.00
(9)	512 Kbps	\$20.00	\$140.00
(10)	768 Kbps	\$20.00	\$300.00
(11)	1.536 Mbps	\$20.00	\$450.00
(12)	4 Mbps	\$20.00	\$1,000.00
(13)	10 Mbps	\$20.00	\$1,300.00
(14)	16 Mbps	\$20.00	\$1,600.00
(15)	34 Mbps	\$20.00	\$4,200.00
(16)	44.210 Mbps	\$20.00	\$5,000.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line – Stand-Alone Price Plan****4.3.1 Packet Service Line - Fast Packet Option****(A) Type I, Per Packet Service Line**

	Non- Recurring Charge	Month To Month	Option A 1 or 2 Years	Option B 3 Years
56 Kbps	\$450.00	\$70.00	\$61.00	\$51.00
64 Kbps	\$450.00	\$70.00	\$61.00	\$51.00
1.536 Mbps	\$465.00	\$155.00	\$146.00	\$136.00
44.210 Mbps	\$1,000.00	\$1,500.00	\$1,400.00	\$1,300.00

(B) Type II, Per Packet Service Line**(1) Fixed Charge, Includes First Half-Mile Increment**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 or 3 Years
56 Kbps	\$450.00	\$74.00	\$74.00	\$68.00
64 Kbps	\$450.00	\$74.00	\$74.00	\$68.00
1.536 Mbps	\$450.00	\$89.00	\$89.00	\$79.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line – Stand-Alone Price Plan, (Cont'd.)****4.3.1 Packet Service Line - Fast Packet Option, (cont'd.)****(B) Type II, Per Packet Service Line, (continued)****(2) Mileage Charge for Packet Service Lines Greater Than One-Half Mile,
Each Half-Mile Increment Above One-Half Mile**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 or 3 Years
56 Kbps	-----	-----	-----	-----
64 Kbps	-----	-----	-----	-----
1.536 Mbps	-----	\$58.00	\$58.00	\$43.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line – Stand-Alone Price Plan, (Cont'd.)****4.3.2 Type I Packet Service Line Extension - Fast Packet Option****(A) An Extension less than 20 miles, Per Extension**

	Non- Recurring Charge	Month To Month	Option A 1 or 2 Years	Option B 3 Years
56 Kbps	\$75.00	\$20.00	\$15.00	\$10.00
64 Kbps	\$75.00	\$20.00	\$15.00	\$10.00
1.536 Mbps	\$120.00	\$160.00	\$120.00	\$95.00
44.210 Mbps	\$350.00	\$1,725.00	\$1,640.00	\$1,500.00

(B) An Extension 20 - 50 miles, Per Extension

	Non- Recurring Charge	Month To Month	Option A 1 or 2 Years	Option B 3 Years
56 Kbps	\$75.00	\$30.00	\$23.00	\$15.00
64 Kbps	\$75.00	\$30.00	\$23.00	\$15.00
1.536 Mbps	\$120.00	\$280.00	\$210.00	\$140.00
44.210 Mbps	\$350.00	\$2,600.00	\$2,480.00	\$2,350.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line – Stand-Alone Price Plan, (Cont'd.)****4.3.2 Type I Packet Service Line Extension - Fast Packet Option****(C) An Extension 51 B 75 miles, Per Extension**

	Non- Recurring Charge	Month To Month	Option A 1 or 2 Years	Option B 3 Years
56 Kbps	\$75.00	\$50.00	\$38.00	\$25.00
64 Kbps	\$75.00	\$50.00	\$38.00	\$25.00
1.536 Mbps	\$120.00	\$380.00	\$285.00	\$190.00
44.210 Mbps	\$350.00	\$3,310.00	\$3,150.00	\$2,995.00

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	Non- Recurring Charge	Month To Month	Option A 1 or 2 Years	Option B 3 Years
56 Kbps	\$75.00	\$60.00	\$45.00	\$30.00
64 Kbps	\$75.00	\$60.00	\$45.00	\$30.00
1.536 Mbps	\$120.00	\$500.00	\$375.00	\$250.00
44.210 Mbps	\$350.00	\$4,025.00	\$3,825.00	\$3,635.00

(E) An Extension 101 B 125 miles, Per Extension

	Non- Recurring Charge	Month To Month	Option A 1 or 2 Years	Option B 3 Years
56 Kbps	\$75.00	\$70.00	\$53.00	\$35.00
64 Kbps	\$75.00	\$70.00	\$53.00	\$35.00
1.536 Mbps	\$120.00	\$600.00	\$450.00	\$300.00
44.210 Mbps	\$350.00	\$4,395.00	\$4,180.00	\$3,970.00

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	Non- Recurring Charge	Month To Month	Option A 1 or 2 Years	Option B 3 Years
56 Kbps	\$75.00	\$80.00	\$60.00	\$40.00
64 Kbps	\$75.00	\$80.00	\$60.00	\$40.00
1.536 Mbps	\$120.00	\$700.00	\$525.00	\$375.00
44.210 Mbps	\$350.00	\$4,600.00	\$4,385.00	\$4,175.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line – Stand-Alone Price Plan, (Cont'd.)****4.3.3 Type II Packet Service Line Extension - Fast Packet Option****(A) An Extension less than 9 Miles****(1) Per Extension - Interoffice Channel Fixed Charge**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 or 3 Years
56 Kbps	\$80.00	\$21.00	\$21.00	\$19.00
64 Kbps	\$80.00	\$21.00	\$21.00	\$19.00
1.536 Mbps	\$150.00	\$40.00	\$40.00	\$34.00

(2) Per Extension - Interoffice Channel Mileage Charge, Per Mile

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 or 3 Years
56 Kbps	-----	\$4.00	\$4.00	\$4.00
64 Kbps	-----	\$4.00	\$4.00	\$4.00
1.536 Mbps	-----	\$35.00	\$35.00	\$7.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line – Stand-Alone Price Plan, (Cont'd.)****4.3.3 Type II Packet Service Line Extension - Fast Packet Option, (cont'd.)****(B) An Extension 9-25 Miles****(1) Per Extension - Interoffice Channel Fixed Charge**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 or 3 Years
56 Kbps	\$80.00	\$21.00	\$21.00	\$19.00
64 Kbps	\$80.00	\$21.00	\$21.00	\$19.00
1.536 Mbps	\$150.00	\$40.00	\$40.00	\$34.00

(2) Per Extension - Interoffice Channel Mileage Charge, Per Mile

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 or 3 Years
56 Kbps	-----	\$4.00	\$4.00	\$4.00
64 Kbps	-----	\$4.00	\$4.00	\$4.00
1.536 Mbps	-----	\$35.00	\$35.00	\$17.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line – Stand-Alone Price Plan, (Cont'd.)****4.3.3 Type II Packet Service Line Extension - Fast Packet Option, (cont'd.)****(C) An Extension more than 25 Miles****(1) Per Extension - Interoffice Channel Fixed Charge**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 or3 Years
56 Kbps	\$80.00	\$21.00	\$21.00	\$19.00
64 Kbps	\$80.00	\$21.00	\$21.00	\$19.00
1.536 Mbps	\$150.00	\$40.00	\$40.00	\$34.00

(2) Per Extension - Interoffice Channel Mileage Charge, Per Mile

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 or3 Years
56 Kbps	-----	\$4.00	\$4.00	\$4.00
64 Kbps	-----	\$4.00	\$4.00	\$4.00
1.536 Mbps	-----	\$35.00	\$35.00	\$17.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 Frame Relay Service -- Integrated Package Price Plan****4.4.1 Customer Connection (Port) to Frame Relay Service**

A minimum of one Customer Connection (or Port) is required per Customer to subscribe to Frame Relay Service. Rates for each Customer Connection are listed below and vary 1) by speed of the connection and 2) length of term.

		Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
(A)	At 56 Kbps	\$425.00	\$89.00	\$78.00	\$76.00	\$57.00
(B)	At 64 Kbps	\$425.00	\$89.00	\$78.00	\$76.00	\$57.00
(C)	At 112 Kbps	\$475.00	\$126.00	\$109.00	\$107.00	\$78.00
(D)	At 128 Kbps	\$475.00	\$126.00	\$109.00	\$107.00	\$78.00
(E)	At 192 Kbps	\$475.00	\$200.00	\$173.00	\$170.00	\$131.00
(F)	At 256 Kbps	\$475.00	\$252.00	\$217.00	\$213.00	\$154.00
(G)	At 320 Kbps	\$475.00	\$315.00	\$272.00	\$267.00	\$193.00
(H)	At 384 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(I)	At 448 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(J)	At 512 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(K)	At 576 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(L)	At 640 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(M)	At 704 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(N)	At 768 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(O)	At 1024 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(P)	At 1152 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(Q)	At 1.536 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(R)	At 44.210 Kbps	\$1,225.00	\$3,765.00	\$3,413.00	\$3,347.00	\$3,150.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 Frame Relay Service – Integrated Package Price Plan, (Cont'd.)****4.4.2 Frame Relay Service Feature Charges****(A) PVC Committed Information Rate (CIR)**

The chosen CIR cannot exceed the minimum transmission speed of the link at either end of the PVC. Rates for each CIR are listed below and vary 1) by speed of the associated connection. No term discounts apply. One CIR charge per PVC (Duplex).

	Non-Recurring Charge	Monthly Rate	
0 Kbps	\$50.00	\$4.00	
8 Kbps	\$50.00	\$21.00	
16 Kbps	\$50.00	\$21.00	
32 Kbps	\$50.00	\$21.00	
56 Kbps	\$50.00	\$32.00	
64 Kbps	\$50.00	\$34.00	
128 Kbps	\$50.00	\$44.00	
192 Kbps	\$50.00	\$55.00	(N)
256 Kbps	\$50.00	\$65.00	
384 Kbps	\$50.00	\$90.00	
512 Kbps	\$50.00	\$111.00	
768 Kbps	\$50.00	\$200.00	
1.024 Mbps	\$50.00	\$240.00	(N)
1.536 Mbps	\$50.00	\$298.00	
3 Mbps	\$50.00	\$345.00	(N)
4 Mbps	\$50.00	\$350.00	
6 Mbps	\$50.00	\$475.00	(N)
9 Mbps	\$50.00	\$550.00	(N)
10 Mbps	\$50.00	\$566.00	
12 Mbps	\$50.00	\$750.00	(N)
16 Mbps	\$50.00	\$911.00	
22 Mbps	\$50.00	\$1,350.00	(N)
34 Mbps	\$50.00	\$1,903.00	
44.210 Mbps	\$50.00	\$2,593.00	

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 Frame Relay Service – Integrated Package Price Plan, (Cont'd.)****4.4.3 Inter-Network Serving Area Link****(A) Committed Information Rate, per Link (Duplex)**

	Non-Recurring Charge	Monthly Rate	
8 Kbps	\$20.00	\$21.00	
16 Kbps	\$20.00	\$21.00	
32 Kbps	\$20.00	\$21.00	
56 Kbps	\$20.00	\$31.00	
64 Kbps	\$20.00	\$33.00	
128 Kbps	\$20.00	\$42.00	
192 Kbps	\$20.00	\$58.00	(N)
256 Kbps	\$20.00	\$74.00	
384 Kbps	\$20.00	\$116.00	
512 Kbps	\$20.00	\$147.00	
768 Kbps	\$20.00	\$315.00	
1.024 Mbps	\$20.00	\$390.00	(N)
1.536 Mbps	\$20.00	\$473.00	
3 Mbps	\$20.00	\$600.00	(N)
4 Mbps	\$20.00	\$750.00	(R)
6 Mbps	\$20.00	\$900.00	(N)
9 Mbps	\$20.00	\$1,200.00	(N)
10 Mbps	\$20.00	\$1,365.00	
12 Mbps	\$20.00	\$1,450.00	(N)
16 Mbps	\$20.00	\$1,680.00	
22 Mbps	\$20.00	\$2,500.00	(N)
34 Mbps	\$20.00	\$3,200.00	(R)
44.210 Mbps	\$20.00	\$3,900.00	(R)

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line – Integrated Package Price Plan****4.5.1 Packet Service Line - Fast Packet Option****(A) Type I, Per Packet Service Line**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$450.00	\$74.00	\$64.00	\$63.00	\$54.00
64 Kbps	\$450.00	\$74.00	\$64.00	\$63.00	\$54.00
1.536 Mbps	\$465.00	\$163.00	\$153.00	\$150.00	\$143.00
44.210 Mbps	\$1,000.00	\$1,575.00	\$1,470.00	\$1,442.00	\$1,365.00

(B) Type II, Per Packet Service Line**(1) Fixed Charge, Includes First Half-Mile Increment**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	\$450.00	\$99.00	\$99.00	\$85.00	\$85.00
64 Kbps	\$450.00	\$99.00	\$99.00	\$85.00	\$85.00
1.536 Mbps	\$450.00	\$111.00	\$111.00	\$99.00	\$99.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line – Integrated Package Price Plan, (Cont'd.)****4.5.1 Packet Service Line - Fast Packet Option, (cont'd.)****(B) Type II, Per Packet Service Line, (continued)****(2) Mileage Charge for Packet Service Lines Greater Than One-Half Mile,
Each Half-Mile Increment Above One-Half Mile**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
N/A	N/A	N/A	N/A	N/A	N/A
64 Kbps	N/A	N/A	N/A	N/A	N/A
1.536 Mbps	N/A	\$73.00	\$73.00	\$54.00	\$54.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line – Integrated Package Price Plan, (Cont'd.)****4.5.2 Type I Packet Service Line Extension - Fast Packet Option****(A) An Extension less than 20 miles, Per Extension**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$75.00	\$21.00	\$16.00	\$15.00	\$11.00
64 Kbps	\$75.00	\$21.00	\$16.00	\$15.00	\$11.00
1.536 Mbps	\$120.00	\$168.00	\$126.00	\$124.00	\$100.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

(B) An Extension 20 - 50 miles, Per Extension

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$75.00	\$32.00	\$24.00	\$24.00	\$16.00
64 Kbps	\$75.00	\$32.00	\$24.00	\$24.00	\$16.00
1.536 Mbps	\$120.00	\$294.00	\$221.00	\$216.00	\$147.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line – Integrated Package Price Plan, (Cont'd.)****4.5.2 Type I Packet Service Line Extension - Fast Packet Option, (cont'd.)****(C) An Extension 51 - 75 miles, Per Extension**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$75.00	\$53.00	\$40.00	\$39.00	\$26.00
64 Kbps	\$75.00	\$53.00	\$40.00	\$39.00	\$26.00
1.536 Mbps	\$120.00	\$399.00	\$299.00	\$294.00	\$200.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

(D) An Extension 76 - 100 miles, Per Extension

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$75.00	\$63.00	\$47.00	\$46.00	\$32.00
64 Kbps	\$75.00	\$63.00	\$47.00	\$46.00	\$32.00
1.536 Mbps	\$120.00	\$525.00	\$394.00	\$386.00	\$263.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.5 Packet Service Line – Integrated Package Price Plan, (Cont'd.)

4.5.2 Type I Packet Service Line Extension - Fast Packet Option, (cont'd.)

(E) An Extension 101 - 125 miles, Per Extension

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$75.00	\$74.00	\$56.00	\$55.00	\$37.00
64 Kbps	\$75.00	\$74.00	\$56.00	\$55.00	\$37.00
1.536 Mbps	\$120.00	\$630.00	\$473.00	\$464.00	\$315.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

(F) An Extension more than 125 miles, Per Extension

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$75.00	\$84.00	\$63.00	\$62.00	\$42.00
64 Kbps	\$75.00	\$84.00	\$63.00	\$62.00	\$42.00
1.536 Mbps	\$120.00	\$735.00	\$551.00	\$541.00	\$394.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line – Integrated Package Price Plan, (Cont'd.)****4.5.3 Type II Packet Service Line Extension - Fast Packet Option****(A) An Extension less than 9 Miles****(1) Per Extension - Interoffice Channel Fixed Charge**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	\$80.00	\$31.00	\$31.00	\$24.00	\$24.00
64 Kbps	\$80.00	\$31.00	\$31.00	\$24.00	\$24.00
1.536 Mbps	\$150.00	\$50.00	\$50.00	\$43.00	\$43.00

(2) Per Extension - Interoffice Channel Mileage Charge, Per Mile

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
64 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
1.536 Mbps	N/A	\$39.00	\$39.00	\$21.00	\$21.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line – Integrated Package Price Plan, (Cont'd.)****4.5.3 Type II Packet Service Line Extension - Fast Packet Option, (cont'd.)****(B) An Extension 9-25 Miles****(1) Per Extension - Interoffice Channel Fixed Charge**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	\$80.00	\$31.00	\$31.00	\$24.00	\$24.00
64 Kbps	\$80.00	\$31.00	\$31.00	\$24.00	\$24.00
1.536 Mbps	\$150.00	\$50.00	\$50.00	\$43.00	\$43.00

(2) Per Extension - Interoffice Channel Mileage Charge, Per Mile

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
64 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
1.536 Mbps	N/A	\$39.00	\$39.00	\$21.00	\$21.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line – Integrated Package Price Plan, (Cont'd.)****4.5.3 Type II Packet Service Line Extension - Fast Packet Option, (cont'd.)****(C) An Extension more than 25 Miles****(1) Per Extension - Interoffice Channel Fixed Charge**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	\$80.00	\$31.00	\$31.00	\$24.00	\$24.00
64 Kbps	\$80.00	\$31.00	\$31.00	\$24.00	\$24.00
1.536 Mbps	\$150.00	\$50.00	\$50.00	\$43.00	\$43.00

(2) Per Extension - Interoffice Channel Mileage Charge, Per Mile

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
64 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
1.536 Mbps	N/A	\$39.00	\$39.00	\$21.00	\$21.00

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SECTION 5 - PROMOTIONS**5.1 Promotions - General**

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, and shall comply with all applicable Commission rules. All promotions will be filed with and approved by the Commission prior to being offered within Kentucky.

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SECTION 6 - CONTRACTS FOR SERVICE**6.1 General**

Services may be offered by the Company on a contractual basis will be filed with and approved by the Commission prior to being offered within Kentucky. All contracts will be offered under one of the following arrangements:

- (A) **Payment Plans** - Tariffed services provided by the Company may be offered under contract at discounted or stabilized rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Payment Plans are specified on a per service basis in Sections 3 and 4 of this tariff. Rules and regulations associated with each Payment Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Payment Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff.
- (B) **Specialty Service Arrangements (SSA)** - Under appropriate circumstances, the Company may enter into Customer-specific Specialty Service Arrangements furnished in lieu of existing tariff offerings to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each Specialty Service Arrangement shall be negotiated on an individual case basis and be mutually agreed upon between the Customer and Company. SSAs may include discounts off of rates contained in this Tariff, waivers of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the SSA may be based partially or completely on a term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 [Reserved for Future Use]

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 [Reserved for Future Use], (Cont'd.)

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)**6.3 Payment Plan No. 1 (PP-1)****6.3.1 General**

The regulations specified herein are applicable to all services offered under Payment Plan No. 1 ("PP-1") as indicated in each service's respective subsection of this Tariff.

Payment Plan No. 1 allows Customers to stabilize recurring rates and charges for Company services over contractual service periods. A specific monthly rate applies for the duration of each period.

When the Customer orders service to be provided under PP-1, the Customer must designate to the Company the payment option and/or service period desired. Available payment options and service periods for each service offered under PP-1 are described in that service's specific tariff section.

6.3.2 Application of Rates and Charges

Rates stabilized under Payment Plan No. 1 are exempt from Company initiated increases.

When Customers renew or change the length of their payment option or service period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the period(s).

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)**6.3 Payment Plan No. 1, (Cont'd.)****6.3.3 Termination Liability Charge**

In the event that all or any part of a service is disconnected at Customer request prior to expiration of any selected payment period of greater than one month=s duration, the Customer will be required to pay a Termination Liability Charge unless specifically stated otherwise in that service's specific Tariff section.

The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 90 percent.

The Tariff provisions concerning termination liability for recurring charges only shall not be applicable to any state, county, or municipal governmental entity when there is in effect as a result of action by such entity and through a duly constituted legislative, administrative, or executive body: a statute; an ordinance; a policy directive; or a constitutional provision which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the Tariff shall apply.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Payment Plan No. 1, (Cont'd.)

6.3.4 Additions to Services

- (A) Additions of services or rate elements - e.g., Ports - must be under a PP-1 arrangement at rates and charges as specified in 6.3.2 preceding.
- (B) Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in 6.3.5 following.
- (C) Additions under PP-1 arrangements are exempt from Company-initiated rate changes for all payment periods longer than one month.
- (D) Installation and any other nonrecurring charges, as specified in this Tariff, will apply to the added services.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)**6.3 Payment Plan No. 1, (Cont'd.)****6.3.5 Disconnect of Services**

- (A) When a service or rate element, included under a PP-1 arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges may apply as set forth in 6.3.3 preceding. Remaining services or rate elements will not be affected by such disconnections.
- (B) When a tariffed service under a PP-1 arrangement is disconnected prior to the expiration of a selected service period as a result of a Customer requested change of a service which is specifically allowed without Termination Liability Charge as set forth in that service's tariff, Termination Liability Charges will not apply when the completed service period is at least the minimum period allowable under the specific service's Payment Option (as defined in the service's specific tariff section) or twenty-five percent of the length of the originally selected PP-1 service period, whichever is greater.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)**6.3 Payment Plan No. 1, (Cont'd.)****6.3.6 Requests for Changes in Length of Optional Payment Period**

Subsequent to the establishment of a contract with a PP-1 period, and prior to the completion of that period, the existing payment period may be replaced by:

- (A) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement subject to the following conditions:
- (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PP-1 arrangement effective date,
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.
- (B) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement subject to the following conditions:
- (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PP-1 arrangement effective date.
 - (3) A Termination Liability Charge applies for the remaining portion of the former payment period,
 - (4) Nonrecurring charges will not be reapplied

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**SECTION 9 (1)
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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)**6.3 Payment Plan No. 1, (Cont'd.)****6.3.7 Renewal Options**

- (A) The Customer may renew a Payment Plan according to one of the following renewal options:
- (1) **Renewal Option 1** - Prior to completion of the current payment period available under the PP-1 arrangement may be selected at the rates in affect for new Customers at the time of the renewal. The Customer will be charged at the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
- (2) **Renewal Option 2** - If the Customer does not elect an additional payment period or does not request discontinuance of service, service will be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The Customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by regulatory authority.
- (B) Non-Recurring charges are not applicable for rate elements renewed under PP-1. Any new rate element added at the time of renewal will be subject to all appropriate non-recurring charges.
- (C) The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
- (D) When a Customer renews a PP-1 arrangement, the rates and charges in effect on the first day of service of the renewal will apply.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)**6.3 Payment Plan No. 1, (Cont'd.)****6.3.7 Renewal Options (cont'd.)**

- (E) Recognition of previous service will be given to Customers who renew an existing PP-1 arrangement for all associated rate elements at the same location(s), provided that the length of the new PP-1 arrangement is at least the minimum service period allowable under Payment Option A (as defined in the service specific tariff section) or equals/exceeds the remaining service period of the original PP-1 arrangement,
- (F) Recognition of previous service back to the actual service date will be given to month-to-month Customers who convert to a PP-1 arrangement.

6.3.8 Transfer of Service

Service may be transferred to a new Customer at the same location upon prior written concurrence by the new Customer as specified in this Tariff. This does not constitute a disconnect of service or a discontinuance of an existing PP-1 arrangement. The new Customer will be subject to all provisions and equipment configurations currently in effect for the previous Customer. Regulations concerning transfer of service between subscribers are stated in other sections of this Tariff.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)**6.3 Payment Plan No. 1, (Cont'd.)****6.3.9 Moves of Service(s)**

Payment options and service periods will not be affected nor will Termination Liability Charges apply when a Customer requests a move of service under PP-1 from one location to another location subject to the following:

- (A) The original and new premises locations must be in Company territory within the same state.
- (B) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- (C) No lapse in billing will occur for moves of service under PP-1,
- (D) Orders to disconnect the existing service and re-establish it at the new location must be related.
- (E) Any rate elements - such as, Ports - from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.
- (F) All regulations and charges for changes made to the service coincident to that move shall apply.
- (G) All appropriate nonrecurring charges for moves of service as specified in this Tariff will apply.

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